

## SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE made this 16th day of November, 2007 ("Second Amendment"), by and between WASHINGTON REAL ESTATE INVESTMENT TRUST ("Landlord") and MONTGOMERY COUNTY, MARYLAND ("County").

WHEREAS, Landlord and County entered into a Lease dated November 8, 1999 ("Lease") whereby County leased certain premises consisting of approximately 5,743 rentable square feet of space and known as Suite 300 ("Premises") of the building located at 600 E. Jefferson Street, Rockville, Maryland 20850 ("Building"); and

WHEREAS, the Lease was first amended ("First Amendment") on November 6, 2002, 2002 whereby the square footage of the Premises was increased by approximately 1,504 rentable square feet on the third floor ("Expansion Space") for a total of 7,247 square feet and the term of the Lease was extended through November 12, 2007; and

WHEREAS, the term of the Lease expires on November 12, 2007; and

WHEREAS, County desires to extend the Term of the Lease for five (5) years and zero (0) months and Landlord is willing to extend the Term of the Lease for such period which shall be called the "Second Extended Lease Term"; and

WHEREAS, Landlord and County desire to amend the Lease upon the terms, conditions, covenants and agreements set forth in this Second Amendment; and

WHEREAS, the Lease, the First Amendment, and this Second Amendment shall all hereinafter be collectively referred to as the "Lease".

### WITNESSETH:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid by each party to the other, the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties agree as follows.

1. The recitals contained above are true to the best of the parties' knowledge and are incorporated by reference herein.
2. Defined Term. Any term used herein that is defined in the Lease shall have the same meaning as specified in the Lease unless otherwise specifically provided herein.
3. Second Extended Lease Term. The second extended lease term shall be for approximately five (5) years and zero (0) months ("Second Extended Lease Term"). The Second Extended Lease Term shall commence on November 13, 2007 ("Second Extended Lease Commencement Date") and shall expire on November 30, 2012 ("Second Extended Lease Expiration Date"). The Second Extended Lease Term and the original term may be collectively referred to under the Lease as "Term").

4. Annual Rent. County shall pay in advance, beginning on the Second Extended Lease Commencement Date, and on the first day of each calendar month thereafter, annual rent in accordance with the schedule below (hereinafter "Annual Rent"), payable without demand or counterclaim except as otherwise provided in the Lease each year in equal monthly installments. Annual Rent shall be prorated for any partial month, if any, on the basis of the actual number of days in such month. County covenants and agrees to pay Landlord, or its designee, at Washington Real Estate Investment Trust, P.O. Box 79555, Baltimore Maryland, 21279-0555 without notice.

Dates	Annual Rent	Monthly Rent
Lease Year 1	\$217,410.00	\$18,117.50
Lease Year 2	\$226,106.40	\$18,842.20
Lease Year 3	\$235,150.66	\$19,595.88
Lease Year 4	\$244,556.68	\$20,379.72
Lease Year 5	\$254,338.95	\$21,194.91

5. Base Year. On the Second Extended Lease Commencement Date, County's Base Year shall be the calendar year 2008.

6. Broker. Landlord and County each represent and warrant to one another that except as set forth herein neither of them has employed any broker, agent or finder in carrying on the negotiations relating to this Second Amendment.

7. Alterations. County accepts the Premises in its AS IS condition. Except as may be set forth in the Lease, Landlord is under no obligation to make any structural or other alterations, decorations, additions, improvements, renovations or other changes (collectively "Alterations") in or to the Premises.

8. Notices. The Lease is hereby amended to reflect that all notices required hereunder by either party to the other shall be sent by recognized overnight courier with receipt therefor (such as Federal Express) or by certified mail. Notices to Landlord shall hereafter be sent to Washington Real Estate Investment Trust ("WRIT"), 6110 Executive Boulevard, Suite 800, Rockville, Maryland 20852, Attention: Asset Manager. Notices to County shall be sent to Montgomery County, Maryland, Office of Real Estate, 101 Monroe Street, 10<sup>th</sup> Floor, Rockville, Maryland 20850, Attention: Director of Real Estate With a copy that does not constitute a notice: Office of the County Attorney for Montgomery County Maryland, 101 Monroe Street, 3rd Floor, Rockville, Maryland 20850, Attn: County Attorney.

9. Captions. Section headings are used for convenience only and shall not be considered when construing this Lease.

10. Except as amended hereby, all of the terms and provisions of the Lease shall be and remain in full force and effect.


11. This agreement will not be binding upon any party until this document has been executed by all parties thereto.

**SIGNATURE BLOCKS CONTAINED ON THE FOLLOWING PAGE**



IN WITNESS WHEREOF, Landlord and County have executed under seal and delivered this Second Amendment under seal on the date first above written.

Witness/Attest:

  
Deborah A Richards

Witness/Attest:

  
David A. DiNardo  
Managing Director - Leasing

APPROVED AS TO FORM & LEGALITY  
OFFICE OF THE COUNTY ATTORNEY

By: 

COUNTY:

MONTGOMERY COUNTY,  
MARYLAND

By:  (Seal)  
(Signature Here)

Name: Diane R. Schwartz Jones

Title: Assistant Chief

Administrative Officer

~~Fed Tax ID Number:~~

LANDLORD:

WASHINGTON REAL ESTATE  
INVESTMENT TRUST


By:  (Seal)  
(Signature Here)

Name: George F. McKenzie

Title: President and Chief

Executive Officer

RECOMMENDED:

By:  (Seal)  
(Signature Here)

Name: Cynthia Brenneman

Title: Director of Real Estate